

TUSCALOOSA COUNTY COMMISSION  
MEETING

June 4, 2014

TUSCALOOSA COUNTY                   §  
STATE OF ALABAMA                   §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Stan Acker  
Jerry Tingle  
Bobby Miller  
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to approve a one-time lump sum bonus for retirees.

Exhibit 6-1, Pages

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to award the bid for the intercom and security system at the Juvenile Detention Facility to Montgomery Technology Systems (MTS), the lowest bidder meeting specifications and requirements. The bids were opened May 28, 2014.

Exhibit 6-2, Pages

Chairman W. Hardy McCollum presented Tuscaloosa County Data Processing Manager James Tullidge a twenty-five year service pin and thanked him for his dedicated service to the employees and citizens of Tuscaloosa County.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize payment of invoice to Sentell Engineering for engineering services on the following projects:

Fosters Ferry Road Widening project	\$27,696.90
Sand Road Milling and Resurfacing project	\$10,150.00
Old Fayette Road over Barbee Creek bridge replacement project	\$4,600.00

Exhibit 6-3, Pages

Commissioner Bobby Miller moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to grant a waiver of subdivision regulations for a resurvey of Lots 2 and 7 in Kings Ridge Subdivision, Plat Number 1.

Exhibit 6-4, Pages

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a resolution authorizing submission of a grant application to Alabama Department of Economic and Community Affairs (ADECA) in the proposed amount of \$380,000.00 for road construction in the Airport Industrial Park.

Exhibit 6-5, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a resolution authorizing submission of a grant to the Economic Development Administration in the amount of \$1,470,400.00 for the extension of water and sewer service to the Airport Industrial Park to serve BOLTA US, Incorporated.

Exhibit 6-6, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a contract with Reach Plumbing and Construction Company for an on the ground survey of all the dwellings involved in the Holt Infrastructure Grants DTR-12 and DTR-13.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to expand the scope of Marcum Architects' contract on the New Foundry Development Project to work with Kitty Wheeler of the Literacy

Council on construction research related to the Head Start Program.

Commissioner Reginald Murray moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to not charge the Head Start Program more in rent than what the program receives from the Federal Government to pay for rent.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve a lease to Tuscaloosa Cellular, a Verizon entity, for space on the Cell Tower by the Juvenile Detention Facility.

Exhibit 6-7, Page

Commissioner Stan Acker moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to go into Executive Session prior to the end of this meeting to discuss pending litigation.

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize payment of invoice to McGiffert and Associates for engineering services for the water main relocation on Driftwood Drive in the amount of \$6,420.00.

Exhibit 6-8, Page

Commissioner Jerry Tingle moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to appoint Commissioner Stan Acker and Commissioner Reginald Murray to the Metro Animal Shelter Task Force Committee.

Commissioner Bobby Miller moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to have the Engineering Department remove storm debris from Field's Crossing Subdivision. This applies to the area of the subdivision that has not been accepted for County Road Maintenance.

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to authorize County Planning Director Farrington Snipes to

coordinate with Sentell Engineering to advertise bids for the Culver Road/Johnson Road Sewer Project.

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to approve the funding request from Caring Together Adult Wellness Center in the amount of \$13,000.00 from District 4 Discretionary Fund.

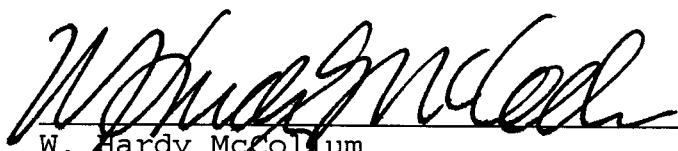
Exhibit 6-9, Page

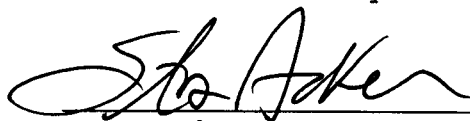
Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve funding to PARA in the amount of \$25,000.00 from the District 4 Discretionary Fund for 10 Summer Youth Jobs.

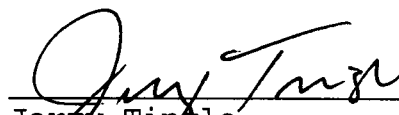
Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to perform maintenance work on the driveway at 14970 Sweetheart Hill Drive in Fosters, if approved by inspection of the County Engineer.

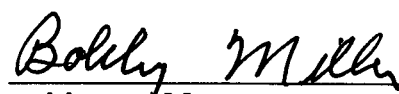
Exhibit 6-10, Page

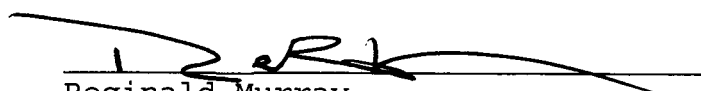
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, June 25, 2014.

  
W. Hardy McColium  
Judge of Probate and Chairman  
Tuscaloosa County Commission

  
Stan Acker  
Commissioner - District I

  
Jerry Tingle  
Commissioner - District II

  
Bobby Miller  
Commissioner - District III

  
Reginald Murray  
Commissioner - District IV

**Teachers**  
Sarah S. Swindle, Chair  
Susan W. Brown, Vice Chair



**Employees**  
State State Police Public Judicial  
Robert J. Bentley, Chair  
Jacqueline B. Graham, Vice Chair

## THE RETIREMENT SYSTEMS OF ALABAMA

David G. Bronner, CEO  
Donald L. Yancey, Deputy Director

Agency Director  
Tuscaloosa County  
Po Box 20113  
Tuscaloosa AL 35402

TUS

May 23, 2014

Act ~~2014-429~~ of the Regular Session of the ~~Alabama~~ Legislature provides your agency with the opportunity to grant a one-time lump sum payment to retired members and beneficiaries of deceased retirees who retired prior to October 1, 2013 and are entitled to receive a monthly retirement benefit from the Employees' Retirement System (ERS) on September 30, 2014.

The Act provides for the retiree to receive a one-time lump sum payment of \$2.00 per month for each year of service credited to the retiree's account or \$300.00, whichever is greater. The Act provides for a beneficiary of a deceased retiree to receive \$300.00. Payment will be made in October 2014 separate from the monthly retirement payment.

If your agency elects to grant the 2014 one-time lump sum payment, your estimated cost is \$ 142,459.00 which will require 0.62 % to be added to your agency's employer contribution rate effective for the one year period from **October 1, 2015 – September 30, 2016**.

To grant the provisions of Act 2014-429 for retirees and beneficiaries of your agency, the governing authority of your agency must adopt and submit a Resolution. A fillable form Resolution can be found on the RSA website at [http://www.rsa-al.gov/uploads/files/2014\\_Lump\\_Sum\\_Resolution\\_Retiree.pdf](http://www.rsa-al.gov/uploads/files/2014_Lump_Sum_Resolution_Retiree.pdf). **The Resolution to adopt the provisions of Act 2014-429 must be received by ERS no later than August 31, 2014.** Please note that there is no provision that will allow the one-time lump sum payment to be granted retroactively.

Any retiree or beneficiary whose eligibility for Medicaid benefits is impaired by this payment shall not be entitled to receive the payment and should notify this office to request that the increase not be granted.

If you have any questions regarding the implementation of the provisions of Act 2014-429, please contact my office at (334) 517-7000 or 1-877-517-0020.

Sincerely,

William E. Paul  
Retirement Executive

**RESOLUTION--ACT 2014-429**

(Local Unit Retirees and Beneficiaries of Deceased Retirees)

Be it resolved that the Tuscaloosa County Commission , through its governing authority, elects to come under the provisions of Section 2 of Act 429 of the Regular Session of the 2014 Legislature.

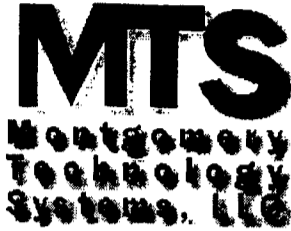
The Tuscaloosa County Commission agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by this Act for those eligible retirees and beneficiaries of deceased retirees of Tuscaloosa County Commission with the aforementioned lump sum payment being paid in October 2014.

**CERTIFICATION**

I, Melvin L. Vines County Administrator Tuscaloosa County Commission , hereby certify that the foregoing is a true and correct copy of the Resolution passed on this 4th day of June , 2014.

M. L. Vines  
Signature of Official

County Administrator  
Official Title



May 21, 2014

Subject: Tuscaloosa County Juvenile Facility  
Bid Number: 20140505001

Montgomery Technology Systems, LLC is pleased to provide a quote for all necessary material and labor to install a complete, fully functional and operational locking and intercom control system for the above referenced project. MTS is proposing to provide a Montgomery Technology, Inc. (MTI) control system. MTI has been in business for over 27 years and has completed over 1800 installations in the detention market.

**Scope of Work**

MTS proposes to replace the existing control system with a MTI Firefly control system. MTS will provide and install one (1) 22" touchscreen control station in Intake and one (1) 32" touchscreen control station in Main Control.

As an option, after the one (1) year warranty period, MTS will provide a maintenance agreement for parts and labor for years two (2) through five (5).

MTS will reuse existing cabling, countertops and lock power supplies as is.

MTS will reuse all existing field devices except where otherwise noted. MTS will assist the facility in troubleshooting problems with existing field devices. Once an existing field device is found to be defective, it will be the facility's responsibility to repair or replace the existing device.

**The material to be supplied consists of the following:**

- Two (2) Control Stations. A control station is comprised of a HP EliteDesk 800 G1 SFF, a desktop microphone, and an APC BR1300LCD UPS. MTS will provide a UPS which is capable of supplying six (6) minutes of runtime once main power has been lost.
- One (1) Elo 32" Touchscreen monitor for Main Control
- One (1) Elo 22" Touchscreen monitor for Intake
- One (1) 91695 Embedded Controllers
- One (1) 91620D Data Loop Boards
- One (1) Lambda Power Supplies 12V 6Amps
- Two (2) 91643 Digital Amplifiers
- One (1) PA601Paging Amp
- One (1) J9623A 24 Port Network Switch
- Nine (9) 81622 Locking Termination Boards
- One hundred twelve (112) Omron G2R-1-S-12VDC Locking Relay
- Nineteen (19) 81650 Decoder Boards
- Seven (7) 81129 Preamp Audio Termination Boards
- One (1) GXT3-2000MT120 Liebert UPSs
- Two (2) 81155 Lighting Termination Boards
- Thirty two (32) 81033 RR9 Relay Driver for GE Can
- One (1) ProCurve 24 Port Network Switch
- All programming, engineering & software required for system operation

ex 6-1

**Pricing**

Material.....\$27,150  
Labor and Programming....\$17,000  
2 Day Onsite User Training.....\$0  
One Year Warranty.....\$0  
**Total \$44,150**

**Optional –**

- **Extended Maintenance Agreement – (See Attached Sample Agreement)**
  - Year 2 – \$2,200
  - Year 3 – \$2,315
  - Year 4 – \$2,435
  - Year 5 – \$2,555

**Warranty**

- MTS provides the manufacturers standard warranty that all products are to be free of defects in material and workmanship for a period of one year from date of substantial completion.
- Note that the conditions of the warranty apply only to materials supplied as part of this quote.
- MTS is not responsible for damage caused by neglect or abuse by others who have gained access to the equipment.

Please note that the above price is based on the following terms:

1. All pricing is good for 30 days from date of quote.
2. All invoices will be paid within 30 days form invoice date.
3. All invoices not paid within 30 days will be subject to a 2% per 30-day late charge
4. A tax exemption certificate must be provided for each project.

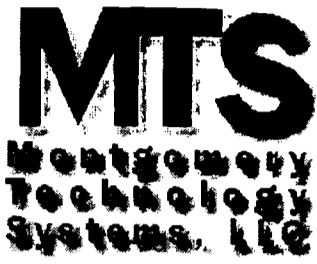
If I can be of any assistance or answer any questions, please do not hesitate to call me at 800-392-8292.

Sincerely,

*Michelle Gafford*

EX 6-1





*Sensible, Reliable Installations and Service*

### Timeline

- Site Design – 4 weeks
- System Component Delivery – 2 weeks
- System Installation – 2 weeks
- Pre-cutover Testing – 1 day
- System Testing – 2 days
- User Training – 1 day
- Operational Testing – 1 day
- Cutover – 1 day
- Final Acceptance – 1 day



# Sentell Engineering, Inc.

Sentell Engineering Inc  
P O Box 1246  
Tuscaloosa, AL 35403

(205)752-5564  
ssentell@sentell.net

Date	Invoice No.
05/27/2014	13-132-2
Terms	Due Date
Due on receipt	05/27/2014

## Bill To

Tuscaloosa County Commission  
c/o Katherine Cross  
2810 35th Street  
Tuscaloosa, AL 35401

Activity	Amount
• Sand Road Milling & Resurfacing	
• TCP Project: TCP-63-17-13	
• Design Services (50% Complete)	9,500.00
• Surveying Services (100% Complete)	2,600.00
• Less Previous Payment	-1,950.00
<b>Total</b>	<b>\$10,150.00</b>

Accounts Not Paid in Full are Subject to a Finance Charge of 1.5%/Month or 18% Annual Fee

**RECEIVED**

MAY 27 2014

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT

*EJ G-J*

# Sentell Engineering, Inc.

Sentell Engineering Inc  
P O Box 1246  
Tuscaloosa, AL 35403

(205)752-5564  
ssentell@sentell.net

Date	Invoice No.
05/27/2014	12-194-5
Terms	Due Date
Due on receipt	05/27/2014

Bill To
Tuscaloosa County Commission c/o Katherine Cross 2810 35th Street Tuscaloosa, AL 35401

Activity	Amount
• Re: Old Fayette Road Bridge Project (Barbee Creek) Project No. TCP-63-12-12	
• Services to Date:	
• Design Services (80% Complete)	36,800.00
• Surveying Services (100% Complete)	7,700.00
• Geotechnical Services (100% Complete)	23,100.00
• Less Previous Payments	-63,000.00
<b>Total</b>	<b>\$4,600.00</b>

Accounts Not Paid in Full are Subject to a Finance Charge of 1.5%/Month or 18% Annual Fee

**RECEIVED**

MAY 27 2014

TUSCALOOSA COUNTY  
PUBLIC WORKS DEPARTMENT

EX. 4-2



TUSCALOOSA COUNTY PUBLIC WORKS DEPARTMENT  
 2810 35th Street  
 Tuscaloosa, Alabama 35401  
 (205) 345-6600  
 FAX (205) 345-6600



Bobby C. Hagler  
 County Engineer

Allan D. Springer, Sr.  
 Assistant County Engineer

Subdivision Wavier Request  
 Kings Ridge Subdivision  
 Plat No. 1  
 Resurvey of Lots 2 and 7  
 Tuscaloosa County Commission  
 June 4, 2014

Commission District: 3

Owner: D.R. Horton, Inc. (Lot 7) / Ray Lowery (Lot 2)

Engineer / Surveyor: Lonnie Jamie Autery, PLS / Tom Sims, P.E.

Wavier Requested: D. R. Horton Inc. and Ray Lowery are requesting a waiver from the Tuscaloosa County Subdivision Regulations for the minimum setback lines.

Comments:

The owner of the property is wishing to resurvey lot 7 and lot 2 and decrease the setback lines that were established by the owner when this subdivision was platted in July 2010. The owner is requesting that the 20' front setback line remain unchanged, and is wishing to replace the 20' setback line that parallel to the cul-de-sac with a 10' setback line. The Tuscaloosa County Subdivision Regulations did not require minimum setback lines until April 2013. Since this is a resurvey, the current regulations would apply.

The 2013 Subdivision Regulations state the following:

**5-4-24 Minimum Setback Lines**

The minimum interior building setbacks lines shall be defined as the following:

**30 feet along and adjacent to the front property line of the lot (abutting the street).**

- This property has two fronts because it abutts two streets, Andrew Way and Grace Lane. The owners are requesting that the 20' setback that was established along Andrew Way in July 2010 remain unchanged and the setback lines parallel to the cul-de-sac- on Grace Lane to be established at 10'.

**35 feet along and adjacent to the rear property line.**

- There are no rear setback lines associated with this property, only two front setbacks and two side setbacks.

**10 feet along and adjacent to both sides of the property line on each side (20 feet total).**

- The owners are requesting no setback lines be required along the sides of the property.

Easements may be located within the minimum building setback lines.

EX 6-3

**PRELIMINARY PLAT APPLICATION FOR SUBDIVISION IN TUSCALOOSA COUNTY**

Date: May 29, 2014

1. Name of Subdivision Re-Survey of Lots 2 & 7, Kings Ridge Subdivision Plat No. One  
Applicant Name D R Horton Inc. Andrew J. Hancock, Division President  
Address 2188 Parkway Lake Drive #200  
City Hoover State AL  
Email ecshula@drhorton.com  
Phone 205-977-4129

Name of Subdivision Re-Survey of Lots 2 & 7, Kings Ridge Subdivision Plat No. One  
Applicant Name Ray Lowery  
Address 202 Bear Creek Road  
City Tuscaloosa State AL  
Email N/A  
Phone 205-752-4904

2. Owner of Record D R Horton Inc. Lot 7  
Address 2188 Parkway Lake Drive #200  
City Hoover State AL  
Email ecshula@drhorton.com  
Phone 205-977-4129

Owner of Record Ray Lowery Lot 2  
Address 202 BEAR CREEK RD  
City Tuscaloosa State AL  
Email N/A  
Phone 205-752-4904

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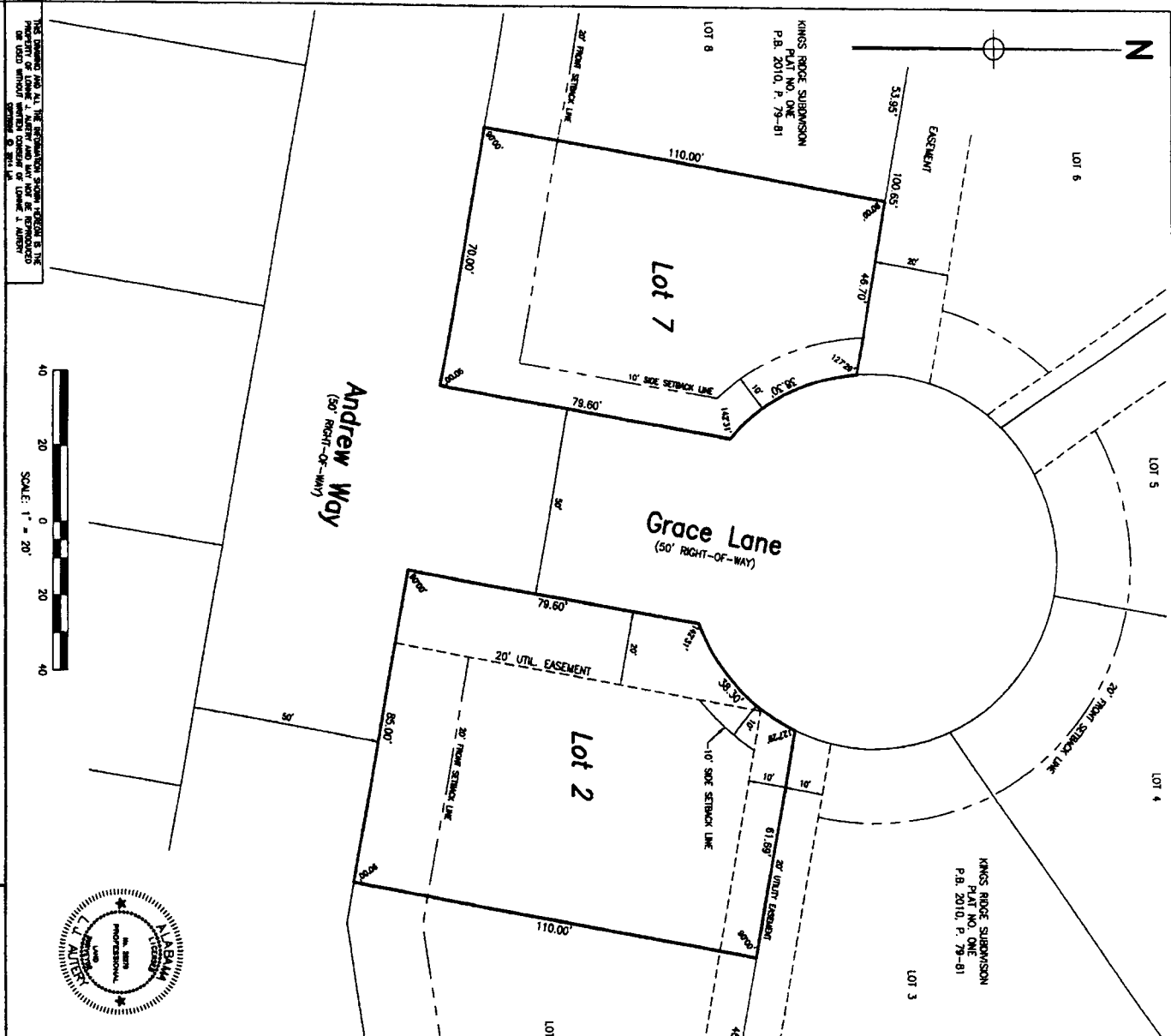
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8. List any waivers being requested. N/A

9. Attach a list of all adjacent property owners' names and addresses. See Attached.

10. Attach four (4) copies of preliminary plat. See Attached.

11. Attach all construction plans. N/A



STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

I, Lonnie J. Autery, Licensed Professional Land Surveyor No. 26279 in the State of Alabama, hereby state that I have surveyed the property shown hereon and designated as the Resurvey of Lots 2 & 7 Kings Ridge Subdivision Plat No. One, being located partly in the NE 1/4 of the SW 1/4 of Section 9, Township 24 North, Range 5 East, in Tuscaloosa County, Alabama; that I am a duly Licensed Professional Land Surveyor in the State of Alabama; that I have a full and complete knowledge of the facts and circumstances of the property shown hereon, hereby accept and adopt said survey and plat.

Witness my hand executing this plat on the 28th day of June, 2014.

Roy Lowery, as Owner  
Andrew J. Hancock, Division President  
D.R. Horton, Inc.

Lonnie J. Autery, as Surveyor  
STATE OF ALABAMA  
COUNTY OF TUSCALOOSA

I, Lonnie J. Autery, a Notary Public in and for said County, in said State, hereby certify that Roy Lowery, whose name is signed as Owner of the land represented on this map is signed to the foregoing certificate, and who is known to me, a Notary Public, to be the person whose name is signed on this day that being returned of said certificate, he executed the same voluntarily.

Given under my hand and seal, this the 28th day of June, 2014.

Notary Public  
STATE OF ALABAMA  
COUNTY OF JEFFERSON

My commission expires \_\_\_\_\_

I, a Notary Public in and for said County, in said State, hereby certify that Andrew J. Hancock, whose name is signed as Division President for D.R. Horton, Inc., as Owner of the land represented on this map is signed to the contents of said certificate, and who is known to me, a Notary Public, to be the person whose name is signed on this day that being returned of said certificate, he executed the same voluntarily.

Given under my hand and seal, this the 28th day of June, 2014.

Notary Public  
My commission expires \_\_\_\_\_

THE TUSCALOOSA COUNTY HEALTH DEPARTMENT APPROVES THIS SUBMISSION ONLY FOR THE PURPOSES OF RECORDING IN THE OFFICE OF THE JUDGE OF PROBATE, AND THAT NO APPROVAL IS INTENDED, IMPLIED OR GIVEN REGARDING ANY ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM, OR THE SITUATION OF ANY LOT FOR AN ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

ENVIRONMENTAL SUPERVISOR

COUNTY ENGINEER

NOTES:

1. Each lot has a deature of not less than 1:5000
2. Lot corners are monumented by Lonnie J. Autery, or by others.
3. All easements shown on this plat are for public utilities, sanitary sewers, storm sewers, and storm drains, and may be used for such purposes to serve property both within and without this subdivision, no private utility, including private sanitary sewer lines, that run along the easement shall be installed within the easement, but may be permitted to cross perpendicular to the easement. No permanent structure or other obstruction shall be located within the limits of a designated easement. Fences or shrubbery placed within an easement are subject to removal without compensation at convenience of City or County.
4. Building setback lines are as follows unless otherwise shown:  
Front: 20 Feet  
Rear: 0 Feet  
Side: 0 Feet or 10 Feet. Shared lot lines by adjacent lots shall not have a 0 Feet side yard setback for each lot. At least one of the lots shall have a 10 Feet setback along the shared lot line.
5. All distances in curves are chord distances.

LONNIE J. "JAMIE" AUTERY  
PLS NO. 26279, PE NO. 32716

P.O. BOX 1486  
NORTHPORT, ALABAMA 35476

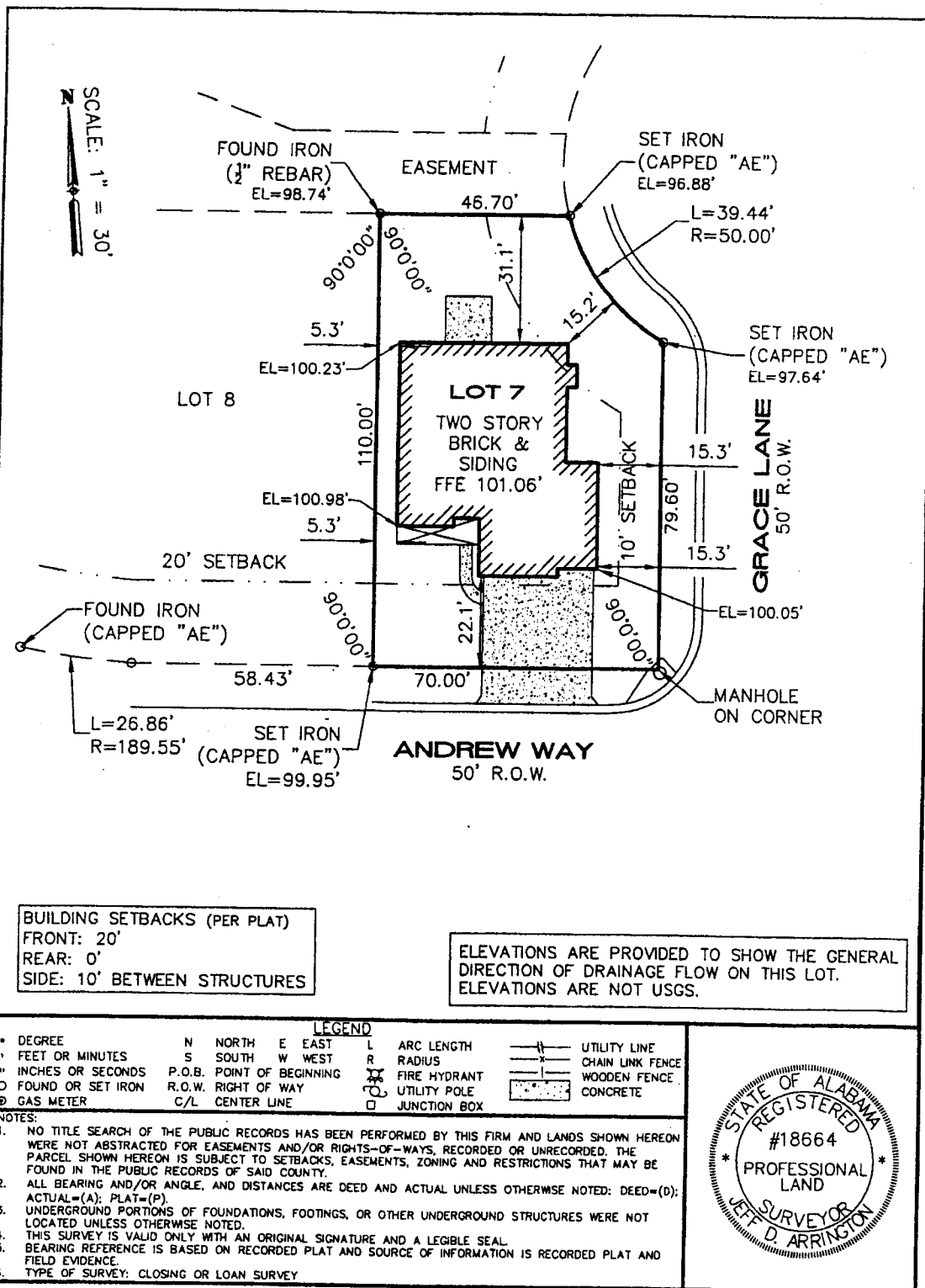
PHONE: (205) 333-2477  
FAX: (205) 333-5389  
email: jautery@dsurvey.com

DATE: 05/29/2014  
DRAWN BY: J. AUTERY

RESURVEY OF LOTS 2 & 7  
KINGS RIDGE SUBDIVISION  
PLAT NO. ONE

THIS INSTRUMENT DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR IS IT TO BE USED WITHOUT WRITTEN CONSENT OF LONNIE J. AUTERY





STATE OF ALABAMA  
TUSCALOOSA COUNTY

I, Jeff D. Arrington, a registered Land Surveyor, certify that I have surveyed Lot 7, according to the survey of FINAL PLAT KINGS RIDGE SUBDIVISION PLAT No. ONE, as recorded in Map Volume 2010, Page 79 in the office of the Judge of Probate Tuscaloosa County, Alabama; That all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief. That there are no encroachments on said lot except as shown; That improvements are located as shown above. No Flood Zone Determination was requested or performed as part of this survey.

Address: 11527 ANDREW WAY  
Drawing Date: 05-23-2014 By: MA  
Date of Survey: 05-19-2014  
Order No. 54581 Field Book: ---  
For: HARRIS

Jeff D. Arrington, AL Reg. #18664  
Arrington Engineering & Land Surveying, Inc.  
2032 Valleydale Road, Birmingham, AL 35244  
Phone: (205) 985-9315 (Fax 205-985-9385)

(GRID NORTH)

ROY LOWERY  
302 BURN CREEK ROAD  
TUSCALOOSA, AL 35405  
O.B. 2007, P. 28034

UNIT 59  
UNIT 58  
UNIT 57  
UNIT 56  
UNIT 55  
UNIT 54  
UNIT 53  
UNIT 52  
UNIT 51  
UNIT 50  
UNIT 49  
UNIT 48  
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UNIT 10  
UNIT 9  
UNIT 8  
UNIT 7  
UNIT 6  
UNIT 5  
UNIT 4  
UNIT 3  
UNIT 2  
UNIT 1

NE 1/4 OF SW 1/4  
SECTION 12, T28N, R10E  
TUSCALOOSA COUNTY, AL.

ROY LOWERY  
302 BURN CREEK ROAD  
TUSCALOOSA, AL 35405  
O.B. 2007, P. 28034



THE ENGINE AND ALL THE PROVISIONS HEREIN SHALL BE VOID IF ANY PART OF THE SUBDIVISION IS NOT RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF TUSCALOOSA, ALABAMA.

1. The Surveyor warrants that the boundaries and areas shown on this plat are true to the best of his knowledge and belief, and that he has not been furnished with any false or misleading information.

SAMUEL L. JOHNSON  
11521 JAMES LOOP ROAD  
TUSCALOOSA, AL 35405  
O.B. 921, P. 204



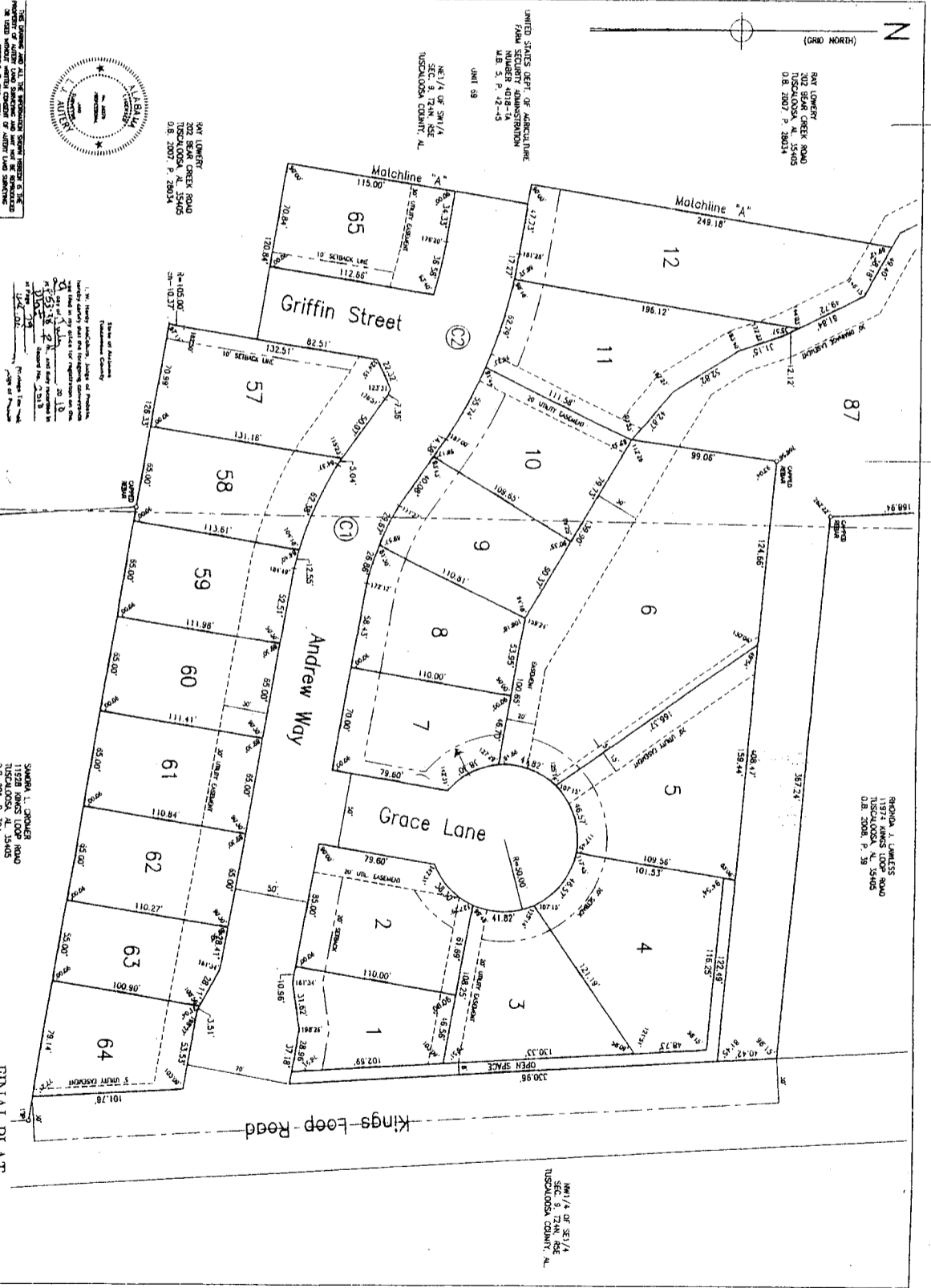
ALS SURVEYING, INC.  
3101 MAIN AVENUE  
SUITE D  
NORTHEAST, ALABAMA 35476

PHONE: (205) 333-2477  
FAX: (205) 333-3688  
email: joutney@alsurvey.com

SOT: O.B. 2007, P. 28034  
DATE: 07/20/2010

PAGE 1 OF 3  
SCALE: 1" = 40'  
KINGS RIDGE SUBDIVISION  
PLAT NO. ONE

FINAL PLAT



REGINA L. LUMKISS  
11571 JAMES LOOP ROAD  
TUSCALOOSA, AL 35405  
O.B. 2008, P. 28035

NE 1/4 OF SE 1/4  
SECTION 12, T28N, R10E  
TUSCALOOSA COUNTY, AL.

**RESOLUTION**

WHEREAS, the Tuscaloosa County Commission is eligible to submit a grant application to the Economic Development Administration for grant funds to assist with the development of new industry and the initial creation of 200 new jobs and 350 new jobs within three years of commencement of operations; and


WHEREAS, the determination has been made that there exists the need for the extension of infrastructure, Water and Sanitary Sewer Service, within the Tuscaloosa County Airport Industrial Park to serve the new industry, BOLTA US, Incorporated, through the efforts of the Tuscaloosa County Commission and the Tuscaloosa County Industrial Development Authority;

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of said application requesting \$1,176,320.00 in Economic Development Administration grant funds (\$1,151,320.00 for construction and \$25,000.00 for program management and administration) to assist with the construction of the proposed infrastructure extension project with a total estimated cost of approximately \$1,470,400.00 (Construction and Administration).

BE IT FURTHER RESOLVED that, \$294,080.00 of the total estimated cost for the construction of the subject project will be provided through the Tuscaloosa County Commission as cash match as a show of local commitment and that W. Hardy McCollum, Commission Chairman, is hereby authorized to execute any and all documents as required for the submission of the subject application.

Hereby approved and adopted by the Tuscaloosa County Commission on this the 4<sup>th</sup> day of June, 2014.

  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

Attest:   
Melvin L. Vines, County Administrator  
Tuscaloosa County Commission

EX 6-6

Lessee Site Name: Rum Creek

This document was prepared by  
and after recording return to:  
Thomas J. Buchanan  
Baker Donelson Bearman  
Caldwell & Berkowitz, PC  
420 20th Street North, Suite 1600  
Birmingham, Alabama 35203

Source of Title: Warranty Deed recorded  
February 5, 1981 in Deed Book 817, page 184, in  
the Office of the Judge of Probate of Tuscaloosa  
County, Alabama.

STATE OF ALABAMA                    )  
  :  
COUNTY OF TUSCALOOSA         )

**MEMORANDUM OF  
TOWER LEASE AGREEMENT**

This Memorandum of Tower Lease Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **Tuscaloosa County, Alabama**, with an address of 714 1/2 Greensboro Avenue, Tuscaloosa, Alabama 35401 (hereinafter referred to as "Lessor") **Tuscaloosa Cellular Partnership d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Land Lease Agreement ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the purpose of installing, operating and maintaining a telecommunications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial term of the Agreement is for five (5) years commencing as specified in the Agreement. The Agreement may be extended for four (4) additional terms of five (5) years each.
3. The land (and easement) which is the subject of the Agreement is described in **Exhibit A** annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease Agreement as of the day and year first above written.

**LESSOR:**

**Tuscaloosa County, Alabama**

By: *W. Hardy McLellan*

Name: W. Hardy McLellan

Title: Chairman

Date: 10-25-14

*M. L. Vines*  
Witness  
Name: Melvin L. Vines

**LESSEE:**

**Tuscaloosa Cellular Partnership d/b/a  
Verizon Wireless**

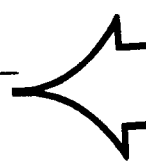
**By: Cellco Partnership  
Its: Managing General Partner**

By: \_\_\_\_\_

Name: Aparna Khurjekar  
Title: Area Vice President Network

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_



STATE OF ALABAMA )

COUNTY OF TUSCALOOSA )

I, the undersigned authority, a Notary Public in and for said county, in said State, hereby certify that W. Harvey McCollum whose name as Commission Chairman of **Tuscaloosa County, Alabama** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said County on the day the same bears date.

GIVEN under my hand and seal, this 25th day of June, 2014.

[ NOTARIAL SEAL ]

Notary Public: Amanda Marlow

Print Name: Amanda Marlow

My Commission Expires: 3-28-17

STATE OF NORTH CAROLINA )

COUNTY OF MECKLENBURG )

I, the undersigned authority, a Notary Public in and for said county, in said State, hereby certify that, **Aparna Khurjekar**, whose name as **Area Vice President Network of Celco Partnership, the Managing General Partner of Tuscaloosa Cellular Partnership d/b/a Verizon Wireless** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she in her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[NOTARIAL SEAL]

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

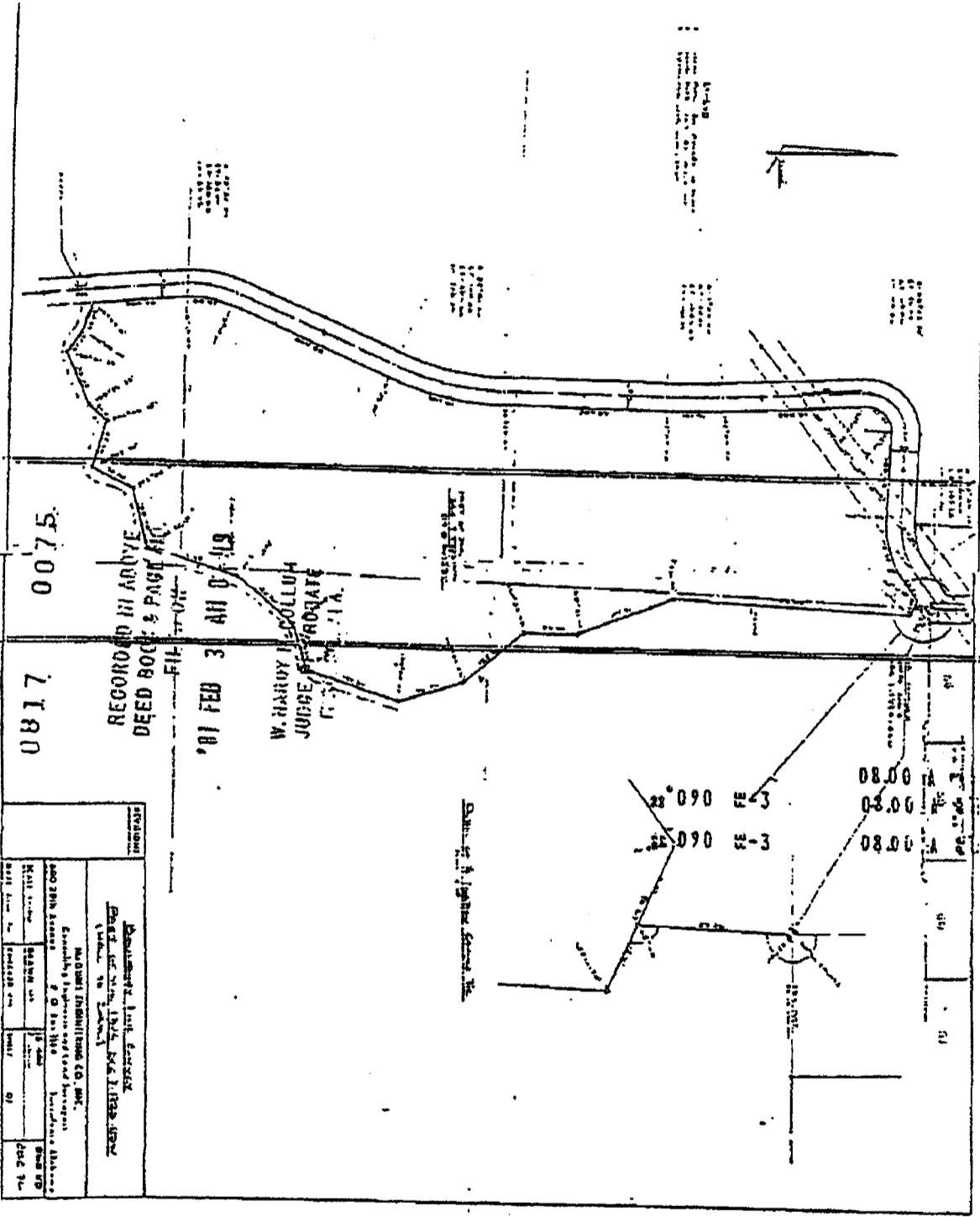
My Commission Expires: \_\_\_\_\_



## EXHIBIT A

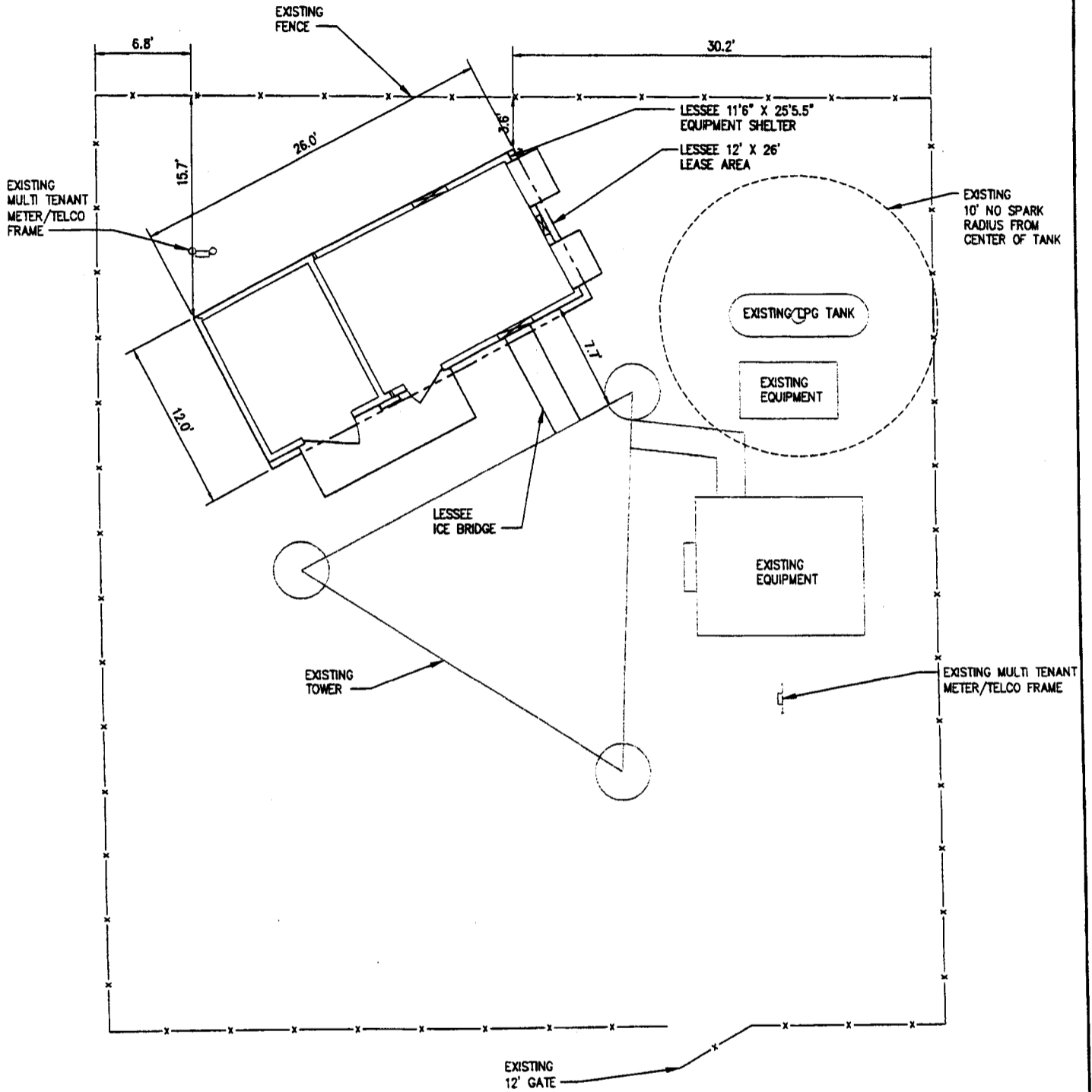
### Description of Property

A part of the NE $\frac{1}{4}$  of Section 7, Township 22 South, Range 9 West, Huntsville Meridian, in Tuscaloosa County, Alabama, being more particularly described as follows: Start at the NE corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , 7-22-9; thence with a foresite along the North boundary of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , plunge and deflect 88° 08' to the left and run in a Southerly direction for a distance of 27.73 feet to the point of beginning; thence with a deflection angle of 112° 48' right run in a Northwesterly direction for a distance of 16.06 feet to a point, said point lying on the South boundary of a 50 ft. right-of-way, 25 feet from centerline; thence with a deflection angle of 55° 42' 00" left run in a Southwesterly direction and along the South boundary of said right-of-way for a distance of 53.25 feet to the point of curvature of a curve having a Delta of 37° 30' 10" right and a centerline tangent of 50.0 feet; thence continue in a Southwesterly and Westerly direction and along the curving South boundary of said right-of-way for an arc distance of 112.77 feet to the point of tangency of said curve; thence continue in a Westerly direction and along the South boundary of said right-of-way for a distance of 153.65 feet to the point of curvature of a curve having a Delta of 95° 43' 20" left and a centerline tangent of 75.0 feet; thence continue in a Westerly direction and Southerly direction and along the curving South and East boundary of said right-of-way for an arc distance of 71.61 feet to the point of tangency of said curve; thence continue in a Southerly direction and along the East boundary of said right-of-way for a distance of 252.33 feet to the point of curvature of a curve having a Delta of 4° 02' 00" right and a centerline tangent of 50.0 feet; thence continue in a Southerly direction and along the curving East boundary of said right-of-way for an arc distance of 101.76 feet to the point of tangency of said curve; thence continue in a Southerly direction and along the East boundary of said right-of-way for a distance of 267.89 feet to the point of curvature of a curve having a Delta of 22° 51' 40" right and a centerline tangent of 100.00 feet; thence run in a Southwesterly direction and along the curving East boundary of said right-of-way for an arc distance of 207.31 feet to the point of tangency of said curve; thence continue in a Southwesterly direction and along the East boundary of said right-of-way for a distance of 300.28 feet to the point of curvature of a curve having a Delta of 29° 32' 00" left and a centerline tangent of 50.0 feet; thence continue in a Southwesterly and Southerly direction and along the curving East boundary of said right-of-way for an arc distance of 84.89 feet to the point of tangency of said curve; thence continue in a Southerly direction and along the East boundary of said right-of-way for a distance of 154.44 feet to a point, said point lying on a traverse line of the North boundary of an unnamed branch of Run Creek, it being the intent to convey right to the center of said branch; thence departing the East boundary of said right-of-way with a deflection angle of 65° 15' 49" left run in a Southeastery direction and along said traverse for a distance of 54.29 feet to a point; thence with a deflection angle of 16° 24' 00" right continue in a Southeastery direction and along said traverse for a distance of 47.59 feet to a point; thence with a deflection angle of 59° 01' 55" left run in a Northwesterly direction and along said traverse for a distance of 99.02 feet to a point; thence with a deflection angle of 20° 30' 15" left continue in a Northwesterly direction and along said traverse for a distance of 43.0 feet to a point; thence with a deflection angle of 60° 43' 42" right run in a Southeastery direction and along said traverse for a distance of 82.65 feet to a point; thence with a deflection angle of 79° 38' 00" left run in a Northwesterly direction and along said traverse for a distance of 78.36 feet to a point; thence with a deflection angle of 49° 28' 45" right continue in a Northwesterly direction and along said traverse for a distance of 105.43 feet to a point; thence with a deflection angle of 36° 24' 10" left continue in a Northwesterly direction and along said traverse for a distance of 176.66 feet to a point; thence with a deflection angle of 23° 46' 48" right continue in a Northwesterly direction and along said traverse for a distance of 128.30 feet to a point; thence with a deflection angle of 31° 48' 20" right continue in a Northwesterly direction and along said traverse for a distance of 82.55 feet to a point; thence with a deflection angle of 54° 41' 45" left continue in a Northerly direction and along said traverse for a distance of 171.90 feet to a point, said point being the intersection of said traverse and a fence; thence departing said branch traverse with a deflection angle of 35° 01' 15" left run in a Northwesterly direction and along said fence for a distance of 116.00 feet to a point; thence with a deflection angle of 22° 50' 55" left continue in a Northwesterly direction and along said fence for a distance of 132.00 feet to a point; thence with a deflection angle of 40° 35' 35" right run in a Northerly direction and along said fence for a distance of 98.44 feet to a point; thence with a deflection angle of 21° 22' 18" left run in a Northwesterly direction and along said fence for a distance of 177.71 feet to a point; thence with a deflection angle of 23° 51' 30" right run in a Northerly direction and along said fence for a distance of 413.89 feet to a point; thence with a deflection angle of 67° 45' 40" left run in a Northwesterly direction and along said fence for a distance of 12.61 feet to the point of beginning. Said property containing 14.0 acres as traversed.



Lessor grants Lessee a 30' access, utility and fiber easement from the public road to the tower site lease area.





SITE PLAN  
SCALE: 1" = 10'



PAGE 1 OF 2

APPLICANT SITE NAME:  
**RUM CREEK**

SITE ADDRESS:  
6001 12TH AVE EAST  
TUSCALOOSA, AL 35405

**PROJECT INFORMATION:**  
 TOWER OWNER: TUSCALOOSA SHERIFF'S    APPLICANT: VERIZON WIRELESS  
 10300 OLD ALABAMA ROAD CONN.  
 ALPHARETTA, GA 30022  
 678-277-3500  
 LATITUDE: 33° 09' 05.4"    DATE: 5/7/14  
 LONGITUDE: 87° 31' 20.0"    DESCRIPTION: ISSUED FOR REVIEW

**A & E INFORMATION:**  
 TOWERSOURCE INC.  
 1875 OLD ALABAMA ROAD  
 SUITE 1008  
 ROSWELL, GA 30076  
 TEL: 678-990-2228  
 FAX: 678-990-7242

SITE NAME: RUM CREEK

## TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between **Tuscaloosa County, Alabama**, with its principal offices located at 714 1/2 Greensboro Avenue, Tuscaloosa, Alabama 35401, hereinafter designated LESSOR and **Tuscaloosa Cellular Partnership d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at 6001 12th Avenue East, Tuscaloosa, Tuscaloosa County, Alabama 35405, as shown on the Tax Map of Tuscaloosa County, Alabama as Parcel Number 37-03-07-2-001-008-000 and being further described in Deed Book 817 at Page 184 as recorded in the Probate Office of Tuscaloosa County, Alabama (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a 30' foot wide right-of-way extending from the nearest public right-of-way, 12th Avenue East, to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$20,400.00 to be paid in equal monthly installments on the first day of the month, in advance, to \_\_\_LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25.

Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, P.O. Box 182727, Columbus, OH 43218-2727. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The rent will increase upon the commencement of each five (5) year extension term to an amount equal to 110% of the rent for the immediately preceding five (5) year term.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall

have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall, to the extent allowed by law, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

- a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning

the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
  - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
  - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
  - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

- c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured. Alternatively, LESSOR may self-insure by providing LESSEE with a letter attesting that LESSOR maintains sufficient reserve funds.
- d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.
- e. Alternatively, LESSOR may self-insure by providing LESSEE with a letter attesting that LESSOR maintains reserve funds sufficient to repair or replace the Tower in the event of damage or casualty.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the



purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. The cost of moving LESSEE's equipment and improving the Temporary Location shall be deducted from LESSEE's monthly rent obligation;
- d. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- e. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- f. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s),

antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal

instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: County of Tuscaloosa Alabama  
714 1/2 Greensboro Avenue  
Tuscaloosa, Alabama 35401

LESSEE: Tuscaloosa Cellular Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within

the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and to the extent allowed by law indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's

behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

*{Signature Page Follows - Balance of Page Intentionally Blank}*



IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**Tuscaloosa County, Alabama**

Mr. L. Jones  
WITNESS

By: [Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**Tuscaloosa Cellular Partnership  
d/b/a Verizon Wireless**

**By: Celco Partnership  
Its: Managing General Partner**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Name: Aparna Khurjekar  
Title: Area Vice President Network

Date: \_\_\_\_\_

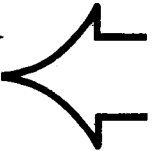
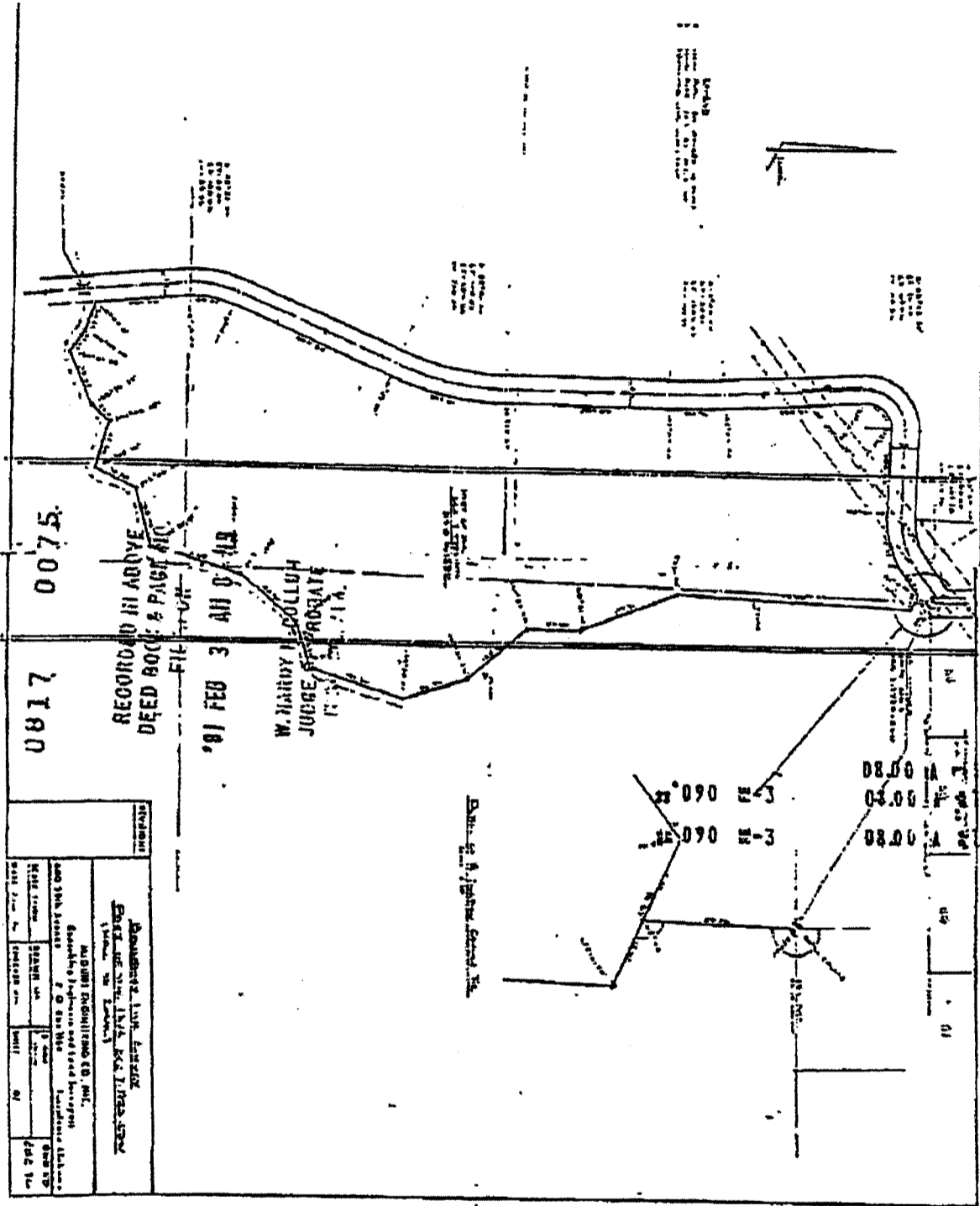


Exhibit "A"

Tower Space, Land Space & Right of Way

A part of the NW $\frac{1}{4}$  of Section 7, Township 21 South, Range 9 West, Huntsville Meridian, in Tuscaloosa County, Alabama, being more particularly described as follows: Start at the NE corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , 7-22-9; thence with a traverse along the North boundary of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , plunge and deflect 85° 08" to the left and run in a Southerly direction for a distance of 27.73 feet to the point of beginning; thence with a deflection angle of 112° 48' right run in a Northwesterly direction for a distance of 16.06 feet to a point, said point lying on the South boundary of a 50 ft. right-of-way, 25 feet from centerline; thence with a deflection angle of 59° 42' 00" left run in a Southwesterly direction and along the South boundary of said right-of-way for a distance of 33.26 feet to the point of curvature of a curve having a Delta of 37° 30' right and a centerline tangent of 50.0 feet; thence continue in a Southwesterly and Westerly direction and along the curving South boundary of said right-of-way for an arc distance of 112.77 feet to the point of tangency of said curve; thence continue in a Westerly direction and along the South boundary of said right-of-way for a distance of 153.65 feet to the point of curvature of a curve having a Delta of 95° 43' 20" left and a centerline tangent of 75.0 feet; thence continue in a Westerly direction and Southerly direction and along the curving South and East boundary of said right-of-way for an arc distance of 71.61 feet to the point of tangency of said curve; thence continue in a Southerly direction and along the East boundary of said right-of-way for a distance of 232.13 feet to the point of curvature of a curve having a Delta of 4° 08' 00" right and a centerline tangent of 50.0 feet; thence continue in a Southerly direction and along the curving East boundary of said right-of-way for an arc distance of 101.76 feet to the point of tangency of said curve; thence continue in a Southerly direction and along the East boundary of said right-of-way for a distance of 263.89 feet to the point of curvature of a curve having a Delta of 22° 51' 40" right and a centerline tangent of 100.00 feet; thence run in a Southwesterly direction and along the curving East boundary of said right-of-way for an arc distance of 207.31 feet to the point of tangency of said curve; thence continue in a Southeastern direction and along the East boundary of said right-of-way for a distance of 300.28 feet to the point of curvature of a curve having a Delta of 29° 31' 00" left and a centerline tangent of 50.0 feet; thence continue in a Southwesterly and Southerly direction and along the curving East boundary of said right-of-way for an arc distance of 84.89 feet to the point of tangency of said curve; thence continue in a Southerly direction and along the East boundary of said right-of-way for a distance of 154.84 feet to a point, said point lying on a traverse line of the North boundary of an unnamed branch of Run Creek, it being the intent to convey title to the center of said branch; thence departing the East boundary of said right-of-way with a deflection angle of 65° 15' 40" left run in a Southeastern direction and along said traverse for a distance of 94.29 feet to a point; thence with a deflection angle of 14° 28' 00" right continue in a Southeastern direction and along said traverse for a distance of 47.59 feet to a point; thence with a deflection angle of 59° 02' 25" left run in a Northwesterly direction and along said traverse for a distance of 99.02 feet to a point; thence with a deflection angle of 20° 30' 35" left continue in a Northwesterly direction and along said traverse for a distance of 43.0 feet to a point; thence with a deflection angle of 60° 43' 42" right run in a Southeastern direction and along said traverse for a distance of 82.63 feet to a point; thence with a deflection angle of 79° 38' 00" left run in a Northwesterly direction and along said traverse for a distance of 78.34 feet to a point; thence with a deflection angle of 49° 28' 45" right continue in a Northwesterly direction and along said traverse for a distance of 103.43 feet to a point; thence with a deflection angle of 38° 24' 10" left continue in a Northwesterly direction and along said traverse for a distance of 176.06 feet to a point; thence with a deflection angle of 23° 44' 40" right continue in a Northwesterly direction and along said traverse for a distance of 128.30 feet to a point; thence with a deflection angle of 31° 48' 20" right continue in a Northwesterly direction and along said traverse for a distance of 82.55 feet to a point; thence with a deflection angle of 34° 41' 45" left continue in a Northerly direction and along said traverse for a distance of 171.90 feet to a point, said point being the intersection of said traverse and a fence; thence departing said branch traverse with a deflection angle of 35° 00' 35" left run in a Northwesterly direction and along said fence for a distance of 116.00 feet to a point; thence with a deflection angle of 22° 50' 55" left continue in a Northwesterly direction and along said fence for a distance of 131.00 feet to a point; thence with a deflection angle of 40° 35' 35" right run in a Northerly direction and along said fence for a distance of 98.44 feet to a point; thence with a deflection angle of 21° 22' 18" left run in a Northwesterly direction and along said fence for a distance of 177.71 feet to a point; thence with a deflection angle of 23° 51' 50" right run in a Northerly direction and along said fence for a distance of 413.89 feet to a point; thence with a deflection angle of 67° 45' 40" left run in a Northwesterly direction and along said fence for a distance of 12.61 feet to the point of beginning. Said property containing 14.0 acres as traversed.

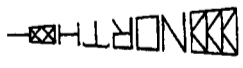
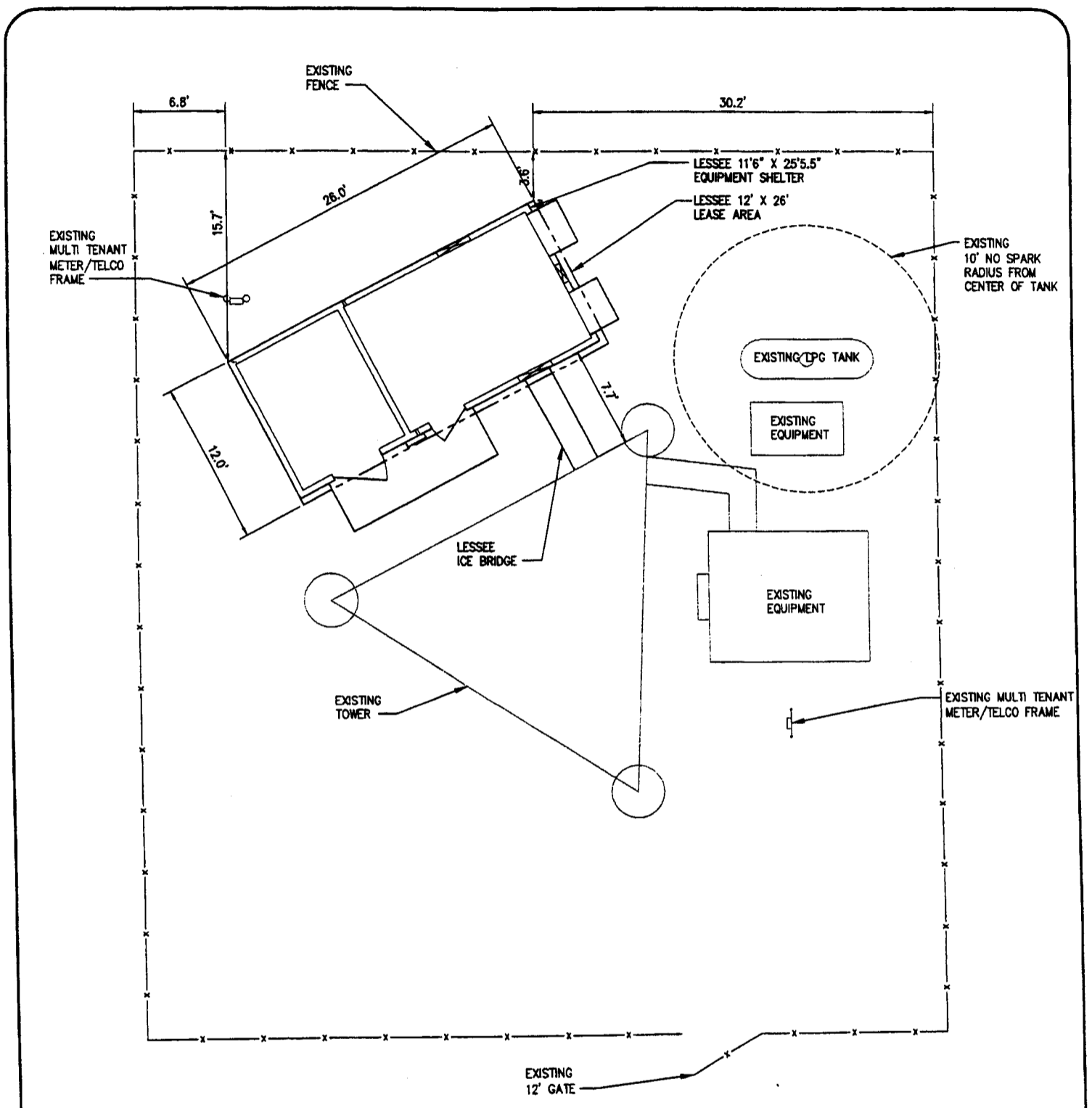


Lessor grants Lessee a 30' access, utility and fiber easement from the public road to the tower site lease area.

**Exhibit "B"**

**LESSEE's Equipment**

<b>Antennas:</b>	<b>Six (6) Total</b>	
Quantity:	Three (3)	Three (3)
Type:	Panel	Panel
Manufacturer:	CommScope	Ericsson
Model:	LNX-6514DS-A1M	Air 21
Dimensions:	72.7" x 11.9" x 7.1"	54" x 12" x 8.6"
Weight:	38.8 lbs.	90.4 lbs.
Centerline:	250'	250'
<b>TMA's:</b>		
Quantity:	Three (3)	Three (3)
Manufacturer:	Westell	CommScope
Model:	BWC-TTMA-700C-VG	ETW190VS12UB
Dimensions:	9" x 6.7" x 4.3"	10.2" x 6.7" x 3.7"
Weight:	14 lbs.	14.6 lbs
Mount Location:	Behind antennas	Behind antennas
<b>OVP Box(s):</b>		
Quantity:	One (1)	
Manufacturer:	Raycap	
Model:	RRFDC-3315-PF-48	
Dimensions:	19.2" x 15.7" x 10.3"	
Weight:	22 lbs.	
Location:	With Tenant's antennas	
<b>Coax:</b>		
Quantity / Type:	Twelve (12) - 1 5/8"	One (1)- Hybrid Optical Cable



**SITE PLAN**  
SCALE: 1" = 10'

PAGE 1 OF 2

APPLICANT SITE NAME:  
**RUM CREEK**

SITE ADDRESS:  
**6001 12TH AVE EAST  
TUSCALOOSA, AL 35405**

**PROJECT INFORMATION:**

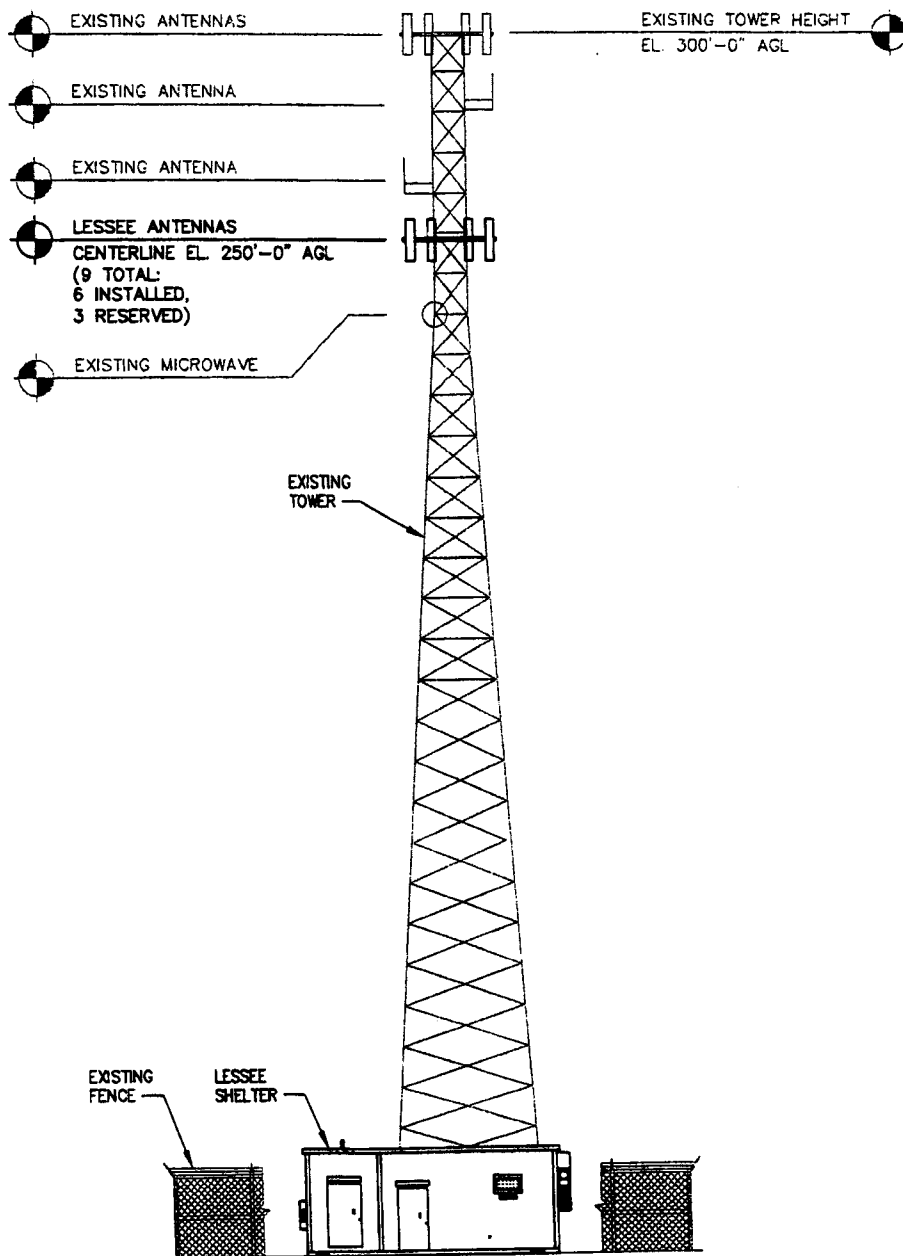
TOWER OWNER: TUSCALOOSA SHERIFF'S      APPLICANT: VERIZON WIRELESS  
 10300 OLD ALABAMA ROAD CONN.  
 ALPHARETTA, GA 30022  
 678-277-3500

LATITUDE: 33° 09' 05.4"  
 LONGITUDE: 87° 31' 20.0"

DATE: 5/7/14      DESCRIPTION: ISSUED FOR REVIEW

**A & E INFORMATION:**

**TOWERSOURCE, INC**  
 1875 OLD ALABAMA ROAD  
 SUITE 1008  
 KOWALE, GA 30142  
 TEL: 678-960-2338  
 FAX: 678-960-2342



TOWER ELEVATION  
NO SCALE

PAGE 2 OF 2

APPLICANT SITE NAME:

RUM CREEK

SITE ADDRESS:

6001 12TH AVE EAST  
TUSCALOOSA, AL 35405

PROJECT INFORMATION:

TOWER OWNER: TUSCALOOSA SHERIFF'S      APPLICANT: VERIZON WIRELESS  
10300 OLD ALABAMA ROAD CONN.  
ALPHARETTA, GA 30022  
678-277-3500

LATITUDE: 33° 09' 05.4"  
LONGITUDE: 87° 31' 20.0"

DATE: 5/7/14  
DESCRIPTION: ISSUED FOR REVIEW

A & E INFORMATION:

TOWERSOURCE, INC.  
1876 OLD ALABAMA ROAD  
SUITE 1000  
ROSWELL, GA 30076  
TEL: 678-990-2238  
FAX: 678-990-2342

**Exhibit "C"**  
**Survey**

(To be attached at later date at the option of LESSEE)

**Carroll's Creek Water Authority  
14462 Firehouse Road  
Northport, AL 35475**

December 23, 2013

Mr. Bobby Hagler, County Engineer  
Attn: Mr. Mike Henderson  
Tuscaloosa County Public Works  
2810 35<sup>th</sup> Street  
Tuscaloosa, AL 35401

Re: Driftwood Drive Water Main Relocation

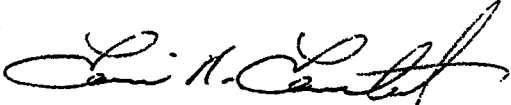
Dear Mr. Hagler:

Please find attached the invoice approved and paid by Carroll's Creek Water Authority for the project. We request reimbursement at this time for the amount as shown:

- McGiffert and Associates, LLC No. 1 \$ 6,420.00

Yours truly,

CARROLL'S CREEK WATER AUTHORITY



Louis N. Lambert, Chairman

Attachment





1	12/23/2013	133133	DAH WR

REMIT PAYMENT TO:  
 McGIFFERT AND ASSOCIATES LLC  
 P.O. BOX 20559  
 TUSCALOOSA, AL 35402-0559

Work Completed Thru 12/08/13

Carroll's Creek Water Authority  
 14462 Firehouse Road  
 Northport, AL 35475

Re: Driftwood Drive Water Main Relocation

• Preliminary Engineering	\$ 1,200.00
• Engineering Design (60% of \$8,700.00)	\$ <u>5,220.00</u>
<b>Total Amount Due</b>	<b>\$ 6,420.00</b>

K:\wpdata\Bills\2013\12-December 2013\CCWA-Driftwood Drive.xls

ACCOUNTS ARE DUE AND PAYABLE ON RECEIPT OF STATEMENT. ACCOUNTS NOT PAID IN FULL WILL BE ASSESSED A FINANCE CHARGE OF 1 1/2% PER MONTH BEGINNING 30 DAYS FROM DATE OF STATEMENT.

Caring Congregations  
c/o Caring Together Adult Wellness Center  
4415 -18th Street  
Tuscaloosa, AL 35401

May 22, 2014

Reginald Murray, County Commissioner District 4  
Box 20113  
Tuscaloosa, AL 35203

Dear Mr. Murray,

Thank you for your verbal commitment of support to Caring Together Adult Wellness Center.

Caring Together Adult Wellness Center, a cooperative program of the Tuscaloosa Housing Authority and Caring Congregations is seeking \$13,000 to continue to cover staff costs for the Center through September 30, 2014.

Caring Together Adult Wellness Center is a 501(c)(3) organization under Caring Congregations. EIN: 631177728. Financial support should be made in a check to: Caring Congregations c/o Caring Together Adult Wellness Center and sent to 4415 -18th Street, Tuscaloosa, AL 35401.

Mr. Murray, your time and support are appreciated to present this request for approval at the next County Commission meeting in June. Thank you very much!

If any additional information is needed or if there are questions please contact Annis Willis. My telephone number is (205) 345-8638.

Sincerely,



Annis Willis  
Program Coordinator

Cc: Vicki Kerr, Executive Director, Caring Congregations

EX 6-8

DCH Home Health Care Agency

Reginald Murray  
Commissioner – District 4  
P.O. Drawer 188  
Fosters, AL 35463

1401 Greensboro Avenue  
Tuscaloosa, Alabama 35401  
205.759.7010

Dear Commissioner Murray,

I am writing you and sending you pictures of a driveway that needs repairs. The drive belongs to a patient who is disabled and handicapped. Our nurses, therapist, home health aids and social worker must park on Sylvan Loop Road and walk the long drive to get to the patient's home. It is impossible for emergency responders to get up this drive. The patient's mother, Mattie Samuel stated you helped repair this road several years ago before her husband died.

We are asking for help in any way with this problem. I have enclosed some pictures of this washed out drive.

Patient is Carlos Samuel, 28 yrs.

14970 Sweetheart Hill Drive

Fosters, AL 35463

349-3166 or 765-9398

(There is a red milk crate hanging in a tree that marks the drive).

Any assistance will be greatly appreciated!

Donna Lowery, LBSW 330-3162

*Donna Lowery*

**DCH**  
Health System

FX 6-10

## RESOLUTION

WHEREAS, the Tuscaloosa County Commission supports the location of new industry in Tuscaloosa County to provide new job opportunities for the residents of the county; and


WHEREAS, a new company, BOLTA US, Incorporated, has committed to construct a new plant and commence manufacturing operations in the Tuscaloosa County Airport Industrial Park which will result in the creation of approximately 200 new jobs for the residents of Tuscaloosa County and the surrounding area; and

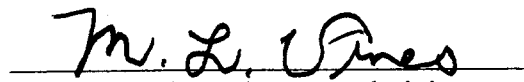
WHEREAS, the Tuscaloosa County Commission has agreed to assist the company through the expansion of infrastructure, i.e. access road construction, which can only be accomplished through the submission and approval of an Economic Development Infrastructure Grant application to the Alabama Department of Economic and Community Affairs.

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Commission hereby approves the submission of said Economic Development Infrastructure Project application in the total amount of \$380,000.00.

BE IT FURTHER RESOLVED that the Tuscaloosa County Commission hereby authorizes the Chairman, W. Hardy McCollum, to execute any and all documents and related material, as required therein, to provide for the successful submission, approval and completion of the subject project.

Approved and adopted this the 4<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
W. Hardy McCollum, Chairman  
Tuscaloosa County Commission

  
\_\_\_\_\_  
Melvin L. Vines, County Administrator  
Tuscaloosa County Commission